

11/3/2024

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भारतीय नौर न्यायिक

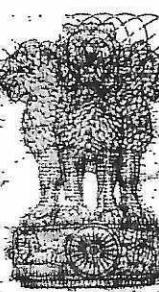
एक सौ रुपये

Rs. 100

₹ 100

ONE

HUNDRED RUPEES



प्रत्येक भारतीय

भारत INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গ WEST BENGAL

AU 504134

05/10/24

8-8002646426/24

The document is admitted, registration, endorsement
shows the signature sheet
attached with this deed are
of the document

Ravindra Ghosh

For, S.P. Enterprise
Jomita Choudhury
Partner

For, S.P. Enterprise
Prodipt Kumar Saha
Partner

Dist. Sub-Regd.
Sadar Mitala.

DEVELOPMENT

04 OCT 2024

POWER OF ATTORNEY

M. Anuj G. D. A.

Page No. 1

Rabind Ghosh

For, S.P. Enterprise
Sri Soumitra Chowdhury
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

KNOW ALL MEN BY THESE PRESENT, I, RABIND GHOSH, son of Krishna Ghosh, PAN- CCYPG9053M, by caste- Hindu, by profession- Business, residing at Mangalbari Ghoshpara, P.O. - Mangalbari, P.S. & Dist - Malda, Pin - 732142, West Bengal, West Bengal, Indian Citizen hereinafter referred to as the "OWNER", hereinafter referred to as follows:-

WHEREAS the property within Dist- Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 530 & 21, R. S. Plot No- 1571 & 1572, Corresponding to L.R. Plot No. 1722 & 1723 total area- $0.510+5.10= 5.52$ Decimal land were previously belonged to Uttam Kumar Saha who became the owner of the said property by the virtue of partition Deed being No. 12472 dated 26.12.1990 and Deed of Sale being No. 2620 dated 02.05.2006 and during possession he recorded his name in L.R.R.O.R. being Khatian No. 2350.

AND WHEREAS thereafter above Uttam Kumar Saha while in possession his above property transferred $0.510+5.01= 5.52$ decimal of land by the virtue of Registered Deed of Sale being No. 8343 which was executed on 26.06.2024 and registered on 18.07.2024 in favour of the present owner and during possession he recorded his name in L.R.R.O.R. being Khatian No. 12086 and the said property has been mentioned in First Schedule below.

AND WHEREAS during possession I have entered into Development Agreement bearing deed No. **12162** Dated 04.10.2024 at the office of A.D.S.R. Malda with S P ENTERPRISE (PAN-AFHFS0278L), of South Singatala, P.O.- Mokdumpur, P.S. - English Bazar, Dist - MALDA, Pin - 732103(W.B.) represented by its partners (1) SRI SOUMITRA CHOWDHURY, Son of Late Arun Chowdhury, PAN- ADJPC9353L, Residing at K J Sanyal Road, P.S.- Englishbazar, Dist- Malda, Pin.- 732101 (W.B), (2) SRI PRADIP KUMAR SAHA, Son of Late Khagendra Nath Saha, PAN- AVWPS5549P, Resident of Vill.-Mistritala, Dakshin Lakshmpur, P.O. - Shershahi, P.S.- Kaliachak, Dist- Malda, Pin.- 732201 (W.B), both by caste- Hindu, By profession- Business, both are Indian Citizen.

Manoj G. Das.

MANOJ KUMAR DAS
ADVOCATE, MALDA
ENROLLMENT No. F 511/75 : 60

Page No. 2 of 7

Rabindranath

For, S.P. Enterprise
Soumitra Chowdhury
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

AND WHEREAS as per the said Registered Development Agreement, I agreed to appoint, authorize, nominate and constitute (1) **SRI SOUMITRA CHOWDHURY**, Son of Late Arun Chowdhury, PAN- ADJPC9353L, Residing at K J Sanyal Road, P.S.- Englishbazar, Dist- Malda, Pin- 732101 (W.B), (2) **SRI PRADIP KUMAR SAHA**, Son of Late Khagendra Nath Saha, PAN-AVWPS5549P, Resident of Vill.-Mistritolā, Dakshin Lakshmipur, P.O. - Shershahi, P.S.- Kaliachak, Dist- Malda, Pin- 732201 (W.B), both by caste- Hindu, By profession- Business, both are Indian Citizen both partner of the **S P ENTERPRISE** (PAN-AFHFS0278L), of South Singatala, P.O.- Mokdumpur, P.S. - English Bazar, Dist - MALDA, Pin - 732103(W.B.) as my true and law full attorney to do all acts, deeds and things jointly as required for the purpose of fulfillment of the terms and conditions of the said agreement and the commercial gain over of the said property.

NOW BY THESE PRESENCE, I do hereby appoint, authorize, nominate and constitute (1) **SRI SOUMITRA CHOWDHURY**, Son of Late Arun Chowdhury, PAN- ADJPC9353L, Residing at K J Sanyal Road, P.S.- Englishbazar, Dist- Malda, Pin- 732101 (W.B), (2) **SRI PRADIP KUMAR SAHA**, Son of Late Khagendra Nath Saha, PAN-AVWPS5549P, Resident of Vill.-Mistritolā, Dakshin Lakshmipur, P.O. - Shershahi, P.S.- Kaliachak, Dist- Malda, Pin- 732201 (W.B), both by caste- Hindu, By profession- Business, both are Indian Citizen both partner of the **S P ENTERPRISE** (PAN-AFHFS0278L), of South Singatala, P.O.- Mokdumpur, P.S. - English Bazar, Dist - MALDA, Pin - 732103(W.B.) as my true and law full attorney to do for us in my names and on my behalf all or any of the followings acts, deeds and things for the purpose of the said Development works.

- 1) To look after, manage and maintain my said property during the course of the said development.
- 2) To enter into the said premises either jointly or severally or along with others for the purpose of the proposed development work and for such

Manoj Go. DAS
MANOJ KUMAR Saha
ADVOCATE, M. A.
RECOGNIZED EXPERT

Rabindranath

For, S.P. Enterprise
Somitra Choudhury
Partner

For, S.P. Enterprise
Prakash Kumar Saha
Partner

purpose to construct proposed multistoried building upon the said land according to the proposed building plans to be prepared and signed by the Attorney and sanctioned by the Old Malda Municipality.

- 3) To appoint Engineer, Contractor and Labour for construction of the said building and to make payment to them.
- 4) To supervise the development work in respect of the new construction and to carry out and/ or to get carried through contractors, sub-contractors, Architects and surveyors as may be required by the said Attorney, construction of the proposed building and structures on the said property as per the sanctioned plans.
- 5) To carry on correspondence with and represent us before all concerned authorities in connection with the development of the said property.
- 6) To spend money for such construction of the building according to their discretion and at their own costs and expenses.
- 7) To pay various deposits to the Old Malda Municipality and other concerned authorities as may be necessary for the purpose of Sanction of the proposed building plan and/or modified or revised plan for carrying out the development work on the said property and to claim refund of such deposits so paid by my said Attorney and to give valid and effectual receipt in my names and on my behalf in connection with the refund of such deposits.
- 8) To approach authorities and offices for the purpose of obtaining permissions and other services including water and electricity for carrying out and completing the development / construction of the proposed building.
- 9) To apply from time to time for the modification of the building plan in respect of the building to be constructed on the said property.
- 10) To collect different building materials at his own cost expenses, risks and responsibilities for such constructions.

Mani G. Dha.

DIKJIT
ADVOCATE
MADRAS HIGH COURT

Ravindra Ghosh

For, S.P. Enterprise
Gommitra Ghoshary
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

- 11) To execute and enter into agreement for sale or transfer of the proposed building with such persons and on such terms and conditions and for such consideration as the said Attorney may in their absolute discretion think fit and proper.
- 12) To execute Deed of sell, transfer, Gift, Lease and demise all or any of the Spaces / units (except my allocation) to different persons on Ownership basis and/ or in any other manner as might be thought fit by the said Attorney at the price or for the amount that the Attorney may think fit and proper.
- 13) To collect and receive of and from the prospective buyers/ transferee of such Spaces the price or rent or premium of such space, or space that will be paid by such person or persons and for that act or purpose to make sign and execute and/ or give proper and lawful discharge for the same.
- 14) To receive the entire consideration money, finalize the transaction and get the sale deed executed and registered and to execute proper conveyances for the different Spaces or parts thereof in favour of the transferee on my behalf in respect of the proposed building.
- 15) To appear on my behalf in all courts, L.A. collector, Board of Revenue, Old Malda Municipality, Tribunals, Public Bodies, competent authorities appointed under any act.
- 16) To make, sign, execute, verify, present and file all applications, plaints, petitions, written statements, vakalatnamas or any other documents as deemed necessary in the opinion of the Attorney or be made, signed, executed presented or filed in any courts of law or elsewhere in connection with any proceedings in respect of the said property of the development works.
- 17) To appoint, nominate and retain Advocate and Revenue/Marketing Agents from time to time, as occasion shall require.

Mani G. D No.
MANOJ KUMAR DAS
ADVOCATE, MALDA
ENROLLMENT NO. 7875/03

Rabind Ghosh

For, S.P. Enterprise
Govind Choudhury
Partner

For, S.P. Enterprise
Pradeep Kumar Saha
Partner

18) To appoint one or more persons as agent and substitute to exercise all or any of the powers hereby conferred.

19) To collect building materials and pay the costs thereof.

AND WE HEREBY declare that this Power are given in favour of the said Attorney in support of the registered development agreement being No. 12162....
Dated 04.10.2024 before the ADSR Malda.

AND WE HEREBY declare that the powers and authorities hereby granted of this Power of Attorney will be in force till completion of sale/Transfer in favour of the intending purchasers of the entire multistoried building as per the registered develop Agreement bearing No 12162. Dated 04.10.2024 before the ADSR Malda.

AND GENERALLY to perform all other acts, deeds and things which would be necessary from time to time for the said construction and for the transfer of the proposed building and all acts, deeds or things lawfully done by my attorney shall be constructed as acts done by me and I shall ratify and agree to ratify and confirm the same.

SCHEDULE PROPERTY

All That piece and parcel of land, measuring 0.510+5.10= 5.52 Decimal within Dist-
Malda, P.S.- Malda, Mouza- Mangalbari Samundai, J.L. No. 105, Old Khatian No. 530 & 21,
L.R. Khatian No. 12086, R. S. Plot No- 1571 & 1572, Corresponding to L.R. Plot No. 1722
& 1723 under Ward No. 18 of Old Malda Municipality own and possessed by owner.

The Land Butted and Bounded by:

NORTH: - Bulbul Chandi Road (40 feet wide metal road)

SOUTH: - Uttam Kumar Saha

EAST: - Sanjoy Das & Sudam Das

WEST: - Uttam Kumar Saha

Manoj G. Das
MANOJ KUMAR
ADVOCATE M.
ENROLLMENT NO. F. 111

Rabind Ghosh

For, S.P. Enterprise
Boromita Chowdhury
Partner

For, S.P. Enterprise
Pradip Kumar Saha
Partner

IN WITNESS WHEREOF we have executed this Power of Attorney and signed on this 04th day of October, 2024.

SIGNED AND DELIVERED

IN THE PRESENCE OF :-

Souradip Das,
S/o - Late Kartick Das,
Malda Bar Association,
P.O. & Dist. Malda,
P.S. - English Bazar,
W.B.

Rabind Ghosh
(Signature of Executants)

For, S.P. Enterprise
Boromita Chowdhury
Partner

Ranvir Singh
c/o Dilip Singh
NORTH Bazar Malda
ENGLISH BAZAR Malda
Manoj Das, D.L.O.

Drafted By : Manoj Kumar Das

(SIGNATURE OF THE ATTORNEY)

Typed By : Kishore Paul

Kishore Paul
Kishore Computer Centre
S.P. Road, Malda

Advocate, Malda.
Enrolment No. F-911/790/2003